Consulting agreement

Bank Julius Baer & Co. Ltd., Bahnhofstrasse 36, 8010 Zurich
Switzerland
And
TrueSec. Ltd. (UK),
1, Sderot Shaul Hamelech,
Tel-Aviv 6473301, Israel

Have agreed upon consulting services to be provided to Julius Baer by TrueSec under the following agreement:

1. The services

- strategic and Geopolitical advise
- advisory on access to V/UHNWI
- special advisor to the CEO of Julius Baer
- participate in Board Level planning/brainstorming meetings
- participate in international gathering and JB preset events
- special Projects upon request

2. Workload

a) The services will be mainly provided by the chairman of TrueSec Ltd., Mr. Ehud Barak at a volume equivalent to 24 days p/a.

3. Duration of the agreement

a) The term of the Agreement is one (1) year starting on the date it is signed by both parties.

The term of the Agreement shall be twice renewed automatically for another one year term unless (i) it has been terminated by either party with written notice to the other party at least sixty (60) days before the date the new one year period would commence and (ii) the two parties could not agree in good faith and in writing on the compensation level (see Section 4) for the respective one year prolongation term until thirty (30) days before the new one year period would commence. Any further prolongation of the Agreement shall be subject to mutual agreement of the two parties.

4. Compensation:

- CHF 600,000 for the first year. To be reviewed towards the

2nd and 3rd year as described in par. 3 above, in mutually agreed manner.

- Expenses – the expenses incurred will be sent on a quarterly basis, and reimbursed together with the quarterly payment.

5. payment schedule:

CHF 60K on 30thJune 2013
CHF 150K at the end of any following quarter:
30.9.2013
31.12.2013
31.3.2014
30.6.2014

6. Non conflict/non exclusive

- TrueSec will make sure that other activities taken by the company will not create conflict of interest with its commitment to Julius Baer.
- The agreement does not provide exclusivity.

7. Governing Law and jurisdiction

This Agreement shall be governed, construed, and enforced in accordance with the laws of Switzerland, without regard to its conflict of laws rules.
Any dispute between the parties in connection with and/or about this Agreement and its content shall be resolved, at the exclusion of any other competent courts of law, by the courts of the City of Zurich, Switzerland.

Signed on Thursday, May 23rd, 2013 in Cannes by:

On behalf of JB	on behalf of TS
_____	_____
Boris Collardi **CEO**	**Ehud Barak** **Chairman**